

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KIMBERLY HARDMON, an individual	
Plaintiff,	CIVIL ACTION - LAW
v.	No. _____
ARSAN L. WOMACK, an individual; ELEMENT FINANCIAL CORP., a business entity; ELEMENT TRANSPORTATION ASSET TRUST, a business entity; PNC EQUIPMENT FINANCE, LLC, a business entity; GDS EXPRESS, INC., a business entity; JOHN DOES 1-10, fictitious individuals; and ABC COS. 3-10, fictitious business entities,	
Defendants	

DEFENDANT, GDS EXPRESS, INC.'S NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant, GDS Express, Inc. ("Removing Defendant"), by and through counsel, gives Notice of Removal of this action from the Superior Court of New Jersey, Middlesex County to the United States District Court District of New Jersey and in support thereof, states as follows:

REMOVAL IS TIMELY UNDER 28 U.S.C. § 1446

1. This action was initially commenced by Plaintiff, Kimberly Hardmon, in the Superior Court of New Jersey, Middlesex County, on April 19, 2018; Plaintiff filed her Third Amended Complaint, identifying Moving Defendant on or about November 28, 2018. *See* Plaintiff's Third Amended Complaint, attached as **Exhibit "A."**

2. The action arises out of a motor vehicle accident that occurred on July 14, 2016, on the New Jersey Turnpike North, in Elizabeth, Union County, New Jersey. *See* **Exhibit "A,"** ¶1, First Count.

3. The Notice of Removal is being filed within 30 days after receipt by Removing Defendant where the complaint was served on December 19, 2018, and is removable in accordance with 28 U.S.C. § 1446(b)(3). *See* Affidavit of Service, attached as **Exhibit “B.”**

4. Pursuant to 28 U.S.C. § 1446(b)(d), upon filing of this Notice of Removal, Removing Defendant will file a Notice of Filing of Notice of Removal in the State Court action pending in the Superior Court of New Jersey, Middlesex County, and will provide written notice to Plaintiff. *See* Notice of Filing of Notice of Removal, attached as **Exhibit “C.”**

DIVERSITY OF CITIZENSHIP EXISTS UNDER 28 U.S.C. § 1332

5. Plaintiff is a citizen of the State of New Jersey with an address of P-4 Quincy Circle, Dayton, NJ 083310-1339. *See* Police Report, Attached as **Exhibit “D.”**

6. Defendant, GDS Express, Inc. is a corporation organized and existing under the laws of the State of Ohio with a principal place of business at 1270 Hilbish Avenue, Akron, OH 44312.

7. Defendant, Element Transportation Asset Trust is a Delaware statutory trust with a principal address at 940 Ridgebrook Road, Sparks, MD 21152.

8. Defendant, Element Financial Corp., is a Delaware company with a principal place of business at 181 Bay Street, Suite 2830, Toronto, Ontario M5J 2T3 (Canada).

9. Defendant, PNC Equipment Finance, LLC, is a Delaware company with its principal place of business at 300 Fifth Avenue, Pittsburgh, PA 15222.

10. Upon information and belief, at all material times, Defendant, Arsan L. Womack was and is a citizen of the Commonwealth of Pennsylvania, residing at 71740 Robinwood Drive, Tobyhanna, PA 18466. *See* **Exhibit “D.”**

11. To the best of Moving Defendant's knowledge and belief, Defendant Arsan L. Womack has not been served with a copy of the Summons and Complaint, as service has not been perfected by the filing of an Affidavit of Service with the Superior Court of New Jersey, Middlesex County, prior to the filing of this Notice of Removal; therefore Removal is permissible. *See Encompass Ins. Co. v. Stone Mansion Rest. Inc.*, 902 F.3d 147 (3d Cir. 2018).

12. Element Transportation Asset Trust, Element Financial Corp. and PNC Equipment Finance, LLC have been notified of Moving Defendant's intention to remove this case to Federal Court and none of these Defendants object to the removal pursuant to 28 U.S.C. § 1441. *See* Affidavits on behalf of Defendants, attached hereto as **Exhibit "E."**

13. Therefore, diversity of citizenship exists under 28 U.S.C. § 1332.

AMOUNT IN CONTROVERSY EXCEEDS \$75,000

14. Plaintiff's Amended Complaint alleges throughout that she was severely and permanently injured. *See Exhibit "A."*

15. Plaintiff's Amended Complaint specifically alleges that she was "severely and permanently injured, suffered great pain and mental anguish, was and will in the future require medical care and attention due to the permanent nature of the injuries sustained, was and will in the future be compelled to expend large sums of money for said medical care and attention in an attempt to cure herself, and was and will in the future be prevented from engaging in her normal pursuits and daily activities." *See Exhibit "A," at ¶4 (Count 1), ¶5 (Count 3), ¶5 (Count 4), ¶5 (Count 5).*

16. It is patent on the face of the Complaint that the total damages sought exceed \$75,000 and as such, the amount in controversy exceeds the jurisdictional threshold of \$75,000, exclusive of interest and costs, required by 28 U.S.C. § 1332(a).

DIVERSITY JURISDICTION IS SATISFIED

15. Based upon the above, this Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 in that Plaintiff's Complaint presents a case where the amount in controversy is alleged to exceed \$75,000 and the controversy exists between citizens of different states.

16. Removing Defendant will promptly file a copy of this Notice with the Clerk of the Superior Court of New Jersey, Middlesex County in the State Court Action as required by 28 U.S.C. § 1446(d) and provide written notice to Plaintiff.

17. Venue is proper in that the events or omissions giving rise to the claim occurred in Middlesex County, New Jersey, which is situated in this Judicial District. *See* 28 U.S.C. § 1391(b)(2).

18. In filing this Notice of Removal, Removing Defendant does not waive any defenses that may be available to them.

19. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure.

Respectfully submitted,

SALMON RICCHEZZA SINGER & TURCHI LLP

By: 

Zachary J. Ballard, Esquire
David J. Jones, Esquire
123 Egg Harbor Road, Suite 406
Sewell, NJ 08080
zballard@srstlaw.com
djones@srstlaw.com
(856) 354-8074 – Phone
(856) 354-8075 – Fax
Attorneys for Defendant,
GDS Express, Inc.

Dated: January 15, 2019

CERTIFICATE OF SERVICE

I, David J. Jones, Esquire, Attorney for Defendant, GDS Express, Inc. hereby certifies that I served a true copy of the foregoing Notice of Removal on the foregoing counsel by U.S. Mail, postage pre-paid:

Sean M. Mahoney, Esquire
Stathis & Leonardis, L.L.C.
32 South Main Street
Edison, New Jersey 08837
Attorney for Plaintiff, Kimberly Hardmon

Andrew J. Bayne, Esquire
The Bayne Law Group LLC
116 Village Boulevard, Suite 235
Princeton, NJ 08543-3036
*Attorney for Defendants, Element Transportation Asset Trust
and Element Financial Corp.*

Thomas P. Stevens, Esquire
FLAMM WALTON HEIMBACH
794 Penllyn Pike, Suite 100
Blue Bell, PA 19422
Attorney for Defendant, PNC Equipment Finance, LLC

Arsan L. Womack
71740 Robinwood Drive
Tobyhanna, PA 18466
Unrepresented Party

SALMON RICCHEZZA SINGER & TURCHI LLP

By: 

Zachary J. Ballard, Esquire
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(856) 354-8074 – Phone
(856) 354-8075 – Fax
Attorneys for Defendant,
GDS Express, Inc.

Dated: January 15, 2019

Exhibit “A”

Stathis & Leonardis, L.L.C.
32 South Main Street
Edison, New Jersey 08837
(732) 494-0600 File No:16-3830SMM
Attorney for Plaintiff
Sean M. Mahoney Bar ID #15581-2015

KIMBERLY HARDMON , an individual,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION - MIDDLESEX COUNTY
Plaintiff,	:	DOCKET NO: MID L 2275-18
	:	
v.	:	
	:	<i>Civil Action</i>
ARSAN L. WOMACK , an individual;	:	Third Amended
ELEMENT FINANCIAL CORP. , a	:	Complaint & Jury Demand
business entity; ELEMENT TRANS-	:	
PORTATION ASSET TRUST , a business	:	
entity; PNC EQUIPMENT FINANCE,	:	
LLC , a business entity; GDS EXPRESS,	:	
INC. , a business entity; JOHN DOES 1-10,	:	
fictitious individuals; and ABC COS. 3-10,	:	
fictitious business entities,	:	
	:	
Defendants.	:	

Plaintiff, Kimberly Hardmon by way of Third Amended Complaint in this matter, says:

FIRST COUNT

1. On or about July 14, 2016, the Plaintiff, Kimberly Hardmon was the owner of a motor vehicle being operated by her on the New Jersey Turnpike North in the City of Elizabeth, County of Union, and State of New Jersey.

2. At the time and place aforesaid, the Defendant, Arsan L. Womack, as servant, agent and/or employee of Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc., was the operator of

a certain tractor trailer owned by Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc., also traveling on the New Jersey Turnpike North in the City of Elizabeth, County of Union, and State of New Jersey.

3. At the time and place aforesaid, Defendant, Arsan L. Womack, individually and/or as servant, agent and/or employee of Defendant Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. did own, operate, control and/or maintain their motor vehicle in a careless, reckless, negligent and unreasonable manner, vehicle, so as to execute an illegal u turn across the highway in front of Plaintiff's vehicle, causing a collision with Plaintiff's vehicle.

4. As a direct and proximate result of the aforesaid carelessness and negligence of the Defendants, Arsan L. Womack and Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc., and the ensuing collision, the Plaintiff, Kimberly Hardmon was severely and permanently injured, suffered great pain and mental anguish, was and will in the future require medical care and attention due to the permanent nature of the injuries sustained, was and will in the future be compelled to expend large sums of money for said medical care and attention in an attempt to cure herself, and was and will in the future be prevented from engaging in her normal pursuits and daily activities.

WHEREFORE, Plaintiff, Kimberly Hardmon, demands judgment against the Defendants, Arsan L. Womack, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. jointly and severally, for:

- a. Compensatory damages;
- b. Reasonable attorneys fees;
- c. Interest and costs of suit; and,
- d. For such other relief as the Court may deem appropriate.

SECOND COUNT

1. Plaintiff, Kimberly Hardmon repeats and reiterates each of the allegations of the foregoing Count, as though fully set forth at length herein.

2. The Defendant, Arsan L. Womack subsequent to the subject motor vehicle accident, was arrested and charged with resisting arrest and driving under the influence of unknown drugs.

3. The conduct of the defendant, Arsan L. Womack as aforesaid was malicious, willful, wanton, reckless and in deliberate violation of the Plaintiff's civil and constitutional rights. In addition, defendant Womack's conduct, along with his actions and behavior were performed knowingly, intentionally, and maliciously, and were grossly negligent and defendant acted with a reckless disregard for the safety of others including the Plaintiff, Kimberly Hardmon and with a reasonable expectation that the conduct would result in damage or injuries sustained by individuals, including Plaintiff, Kimberly Hardmon.

4. As a direct and proximate result of the conduct of the Defendant, Arsan L. Womack as aforesaid, the Plaintiff, Kimberly Hardmon was injured.

WHEREFORE, Plaintiff, Kimberly Hardmon demands judgment against the Defendant, Arsan L. Womack, individually, for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Reasonable attorney's fees;
- d. Interest and costs of suit; and
- e. For such other relief as the Court deems just and equitable.

THIRD COUNT

1. Plaintiff, Kimberly Hardmon repeats and reiterates each of the allegations of the foregoing counts as though fully set forth at length herein.

2. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, Inc. and/or GDS Express, Inc. did not exercise reasonable care in hiring Defendant, Arsan L. Womack in that they failed to conduct the proper motor vehicle and/or criminal history checks and/or reference checks to determine whether Defendant, Womack had any prior criminal convictions for drugs, which would have been apparent if Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. had exercised reasonable care in screening said employee.

3. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. allowed Defendant, Womack to operate its vehicle and placed Defendant, Womack in a position where others could be injured, including Plaintiff, Kimberly Hardmon.

4. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc.'s failure to conduct the proper background and/or reference checks was careless, reckless and negligent, and also rises to the level of gross negligence.

5. As a result of Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc was careless, reckless, and negligent failure to exercise reasonable care, Plaintiff, Kimberly Hardmon was severely and permanently injured, suffered great pain and mental anguish, was and will in the future require medical care and attention due to the permanent nature of the injuries sustained, was and will in the future be compelled to expend large sums of money for said medical care and attention in an attempt to cure herself, and was and will in the future be prevented from engaging in her normal pursuits and daily activities.

WHEREFORE, Plaintiff, Kimberly Hardmon demands judgment against the Defendant,

Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. for:

- a. Compensatory damages;
- b. Attorney's fees;
- c. Interest and costs of suit; and,
- d. For such other relief as the Court may deem appropriate.

FOURTH COUNT

1. Plaintiff repeats and reiterates each of the allegations of the foregoing counts, as though fully set forth at length herein.

2. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. further had an obligation to properly train, supervise, manage and oversee all agents, servants and employees, including Defendant, Womack in the scope of their employment, including, but not limited to, the operation of their commercial tractor trailer vehicles.

2. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. further had an obligation to implement the proper policies and procedures on the proper operation of their commercial vehicles by its employees and to make sure these policies and procedures were followed and complied with and that only properly trained, properly supervised and properly licensed employees operate said commercial tractor trailer vehicles.

4. Defendant, Quality Companies LLC did operate said business in a negligent and unreasonable manner in allowing Defendant, Womack to operate its, commercial vehicle without having received the proper training, supervision, instruction and management, thus negligently exposing individuals, including Plaintiff, Kimberly Hardmon to an unreasonable risk of injury and harm on the roadways.

5. As a direct and proximate result of the aforesaid negligence, carelessness,

and omissions of Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. Plaintiff, Kimberly Hardmon was severely and permanently injured, suffered great pain and mental anguish, was and will in the future require medical care and attention due to the permanent nature of the injuries sustained, was and will in the future be compelled to expend large sums of money for said medical care and attention in an attempt to cure herself, and was and will in the future be prevented from engaging in her normal pursuits and daily activities.

WHEREFORE, Plaintiff, Kimberly Hardmon demands judgment against the Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc for:

- a. Compensatory damages;
- b. Attorney's fees;
- c. Interest and costs of suit; and,
- d. For such other relief as the Court may deem appropriate.

FIFTH COUNT

1. Plaintiff repeats and reiterates each of the allegations contained in the foregoing counts, as though fully set forth at length herein.

3. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. 's actions in failing to implement reasonable policies and procedures and in failing to properly train supervise and/or manage Defendant, Womack, and in failing to conduct the proper criminal background checks, reference checks, as well as driving history which would have shown that said Defendant, Womack had prior criminal convictions, possibly resulting in incarceration for drug possession and use, which would have been apparent if Defendants aforesaid had exercised reasonable care in screening said employee.

3. Defendant, Element Financial Corp. and/or Element Transportation

Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. allowed Defendant, Womack to operate its vehicle and placed Defendant, Womack in a position where others could be injured, including Plaintiff, Kimberly Hardmon.

4. Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc.'s actions and/or inactions aforesaid were malicious, willful, wanton, reckless and in deliberate violation of the Plaintiff's civil and constitutional rights and Defendants acted with a reckless disregard for the safety of others including the Plaintiff, Kimberly Hardmon and with a reasonable expectation that Defendant, Womack's conduct would result in damage or injuries sustained by individuals, including Plaintiff, Kimberly Hardmon.

5. As a direct and proximate result of the aforesaid conduct of Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc., Plaintiff, Kimberly Hardmon was severely and permanently injured, suffered great pain and mental anguish, was and will in the future require medical care and attention due to the permanent nature of the injuries sustained, was and will in the future be compelled to expend large sums of money for said medical care and attention in an attempt to cure herself, and was and will in the future be prevented from engaging in her normal pursuits and daily activities.

WHEREFORE, Plaintiff, Kimberly Hardmon demands judgment against the Defendant, Element Financial Corp. and/or Element Transportation Asset Trust and/or PNC Equipment Finance, LLC and/or GDS Express, Inc. for :

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorney's fees;
- d. Interest and costs of suit; and,
- e. For such other relief as the Court may deem appropriate

SIXTH COUNT

1. Plaintiff, Kimberly Hardmon repeats and reiterates each of the allegations of the foregoing Counts, as though fully set forth at length herein.

2. Defendants John Does 1-10 and ABC Cos. 2-10, represent fictitiously named individuals and/or business entities who owned, operated, controlled, repaired and/or maintained, any vehicle, or who may have contributed to the training of the defendant, Arsan L. Womack in the use and operation of tractor trailers, and who may have contributed or provided Defendant, Womack with illegal substances leading to his driving while under the influence of unknown drugs as charged, or who may have caused the accident or contributed to the happening of the accident herein not identified herein.

3. To date, the names of these individuals and/or business entities are unknown to Plaintiff. Plaintiff reserves her right to amend the within Complaint to incorporate the name of such individuals and/or entities in the event their names are identified and/or liability of same are identified during the normal course of discovery.

WHEREFORE, Plaintiff, Kimberly Hardmon does hereby demand judgment against the Defendants, John Does 1-10 and/or ABC Cos 2-10, for

- a. Compensatory damages;
- b. Attorney's fees;
- c. Interest and costs of suit; and,
- d. For such other relief as the Court may deem appropriate.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4: 25-4, Sean M. Mahoney, Esq. is hereby designated as trial counsel.

**DEMAND FOR ANSWERS TO UNIFORM AND SUPPLEMENTAL
INTERROGATORIES**

Pursuant to Rule 4:17-1, Plaintiff hereby demands Answers to Uniform Interrogatories Form C, C(1) and the Supplemental Interrogatories included herein, within sixty (60) days of the filing of defendants' Answer to this Complaint.

DEMAND FOR NOTICE TO PRODUCE

Pursuant to Rule 4:18-1, Plaintiff hereby demands documents in response to the Notice to Produce included herein within fifty (50) days of the filing of defendants' Answer to this Complaint.

STATHIS & LEONARDIS LLC
Attorneys for Plaintiff

By: 

SEAN M. MAHONEY

DATED: 11/26/18

CERTIFICATION

It is hereby certified that to the best, present knowledge of Counsel for Plaintiff, that the matter in controversy which is the subject of this litigation involving the named parties hereto, is not the subject matter of controversy in any other pending litigation or arbitration proceeding, and to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated.

To the best of my knowledge, information and belief, there are no other parties to be joined in this action, and I recognize my continuing obligation to file and serve on all parties and the Court an amended certification if there is a change in the facts herein.

I further certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I further certify that this Third Amended Complaint is filed by leave of Court.

I further certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATED: 11/26/18


SEAN M. MAHONEY

Exhibit “B”

KIMBERLY HARDMON, AN INDIVIDUAL Plaintiff
 vs.
 ARSAN L. WOMACK, AN INDIVIDUAL, ET Defendant
 AL

Superior Court of New Jersey
 Law Division
 Middlesex County
 Docket Number: MID-L-002275-18

Person to be served (Name & Address):

GDS EXPRESS, INC.
 1270 HILBISH AVE.
 AKRON, OH 44312

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:

SEAN MAHONEY, ESQ.

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Papers Served: Summons, Third Amended Complaint, Jury Demand, Designation Of Trial Counsel, Demand For Answers To Uniform And Supplemental Interrogatories, Demand For Notice To Produce, Certification, Supplemental Interrogatories To Deft..Womack, Notice To Produce To Deft.. Womack, Supplemental Interrogatories To Defendant Companies, Notice to Produce Defendant Companies

Service Data:

Served Successfully X Not Served _____ Date: 12/19/2018 Time: 10:30 am Attempts: _____

_____ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

_____ Left a copy with a competent household member over 14 years of age residing therein

MARK WHITACRE

X Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

AGENT/MANAGING AGENT**Description of Person Accepting Service:**

Sex: M Age: 45 Height: 5'9" Weight: 170 Skin Color: WHITE

Hair Color: SALT & PEPPER

Comments or Remarks:**Server Data:**

Subscribed and Sworn to before me on 12/20 2018
 by the affiant who is personally known to me.

NOTARY PUBLIC

JAMES R. LEWIS II

NOTARY PUBLIC
 STATE OF OHIO

My Commission Expires
 March 03, 2019

I, BEN PURSER, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

12-20-18
 Date

STATUS, L.L.C.
 1509 Stuyvesant Avenue
 Union, NJ 07083
 (908) 688-1414
 Our Job Serial Number: STS-2018053935
 Ref: 16-3830SMM

Exhibit “C”

SALMON, RICCHEZZA, SINGER & TURCHI LLP

By: **Zachary J. Ballard, Esq. Attorney ID# 14472007**

David J. Jones, Esq. Attorney ID# 151832015

123 Egg Harbor Road, Suite 406

Sewell, New Jersey, NJ 08080

(856) 354-8074

Attorneys for Defendant, GDS Express, Inc.

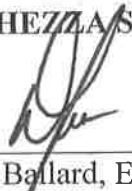
KIMBERLY HARDMON, an individual	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION – MIDDLESEX COUNTY
Plaintiff,	:	
v.	:	DOCKET NO.: MID-L-2275-18
	:	
ARSAN L. WOMACK, an individual;	:	
ELEMENT FINANCIAL CORP., a	:	NOTICE OF REMOVAL
business entity; ELEMENT	:	
TRANSPORTATION ASSET TRUST, a	:	
business entity; PNC EQUIPMENT	:	
FINANCE, LLC, a business entity; GDS	:	
EXPRESS, INC., a business entity; JOHN	:	
DOES 1-10, fictitious individuals; and	:	
ABC COS. 3-10, fictitious business	:	
entities,	:	
	:	
Defendants	:	

To the Clerk of the Court:

Pursuant to 28 U.S.C. §1446(D), Defendant, GDS Express, Inc., file herewith a copy of the Notice of Removal which was filed in the United States District Court for the District of New Jersey. *See* attached, **Exhibit "A."**

SALMON RICCHEZZA SINGER & TURCHI LLP

By:



Zachary J. Ballard, Esquire
David J. Jones, Esquire

Dated: January 15, 2019

SALMON, RICCHEZZA, SINGER & TURCHI LLP

By: Zachary J. Ballard, Esq. Attorney ID# 14472007

David J. Jones, Esq. Attorney ID# 151832015

123 Egg Harbor Road, Suite 406

Sewell, New Jersey, NJ 08080

(856) 354-8074

Attorneys for Defendant, GDS Express, Inc.

KIMBERLY HARDMON, an individual	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION – MIDDLESEX COUNTY
Plaintiff,	:	
v.	:	DOCKET NO.: MID-L-2275-18
	:	
ARSAN L. WOMACK, an individual;	:	
ELEMENT FINANCIAL CORP., a	:	NOTICE OF REMOVAL
business entity; ELEMENT	:	
TRANSPORTATION ASSET TRUST, a	:	
business entity; PNC EQUIPMENT	:	
FINANCE, LLC, a business entity; GDS	:	
EXPRESS, INC., a business entity; JOHN	:	
DOES 1-10, fictitious individuals; and	:	
ABC COS. 3-10, fictitious business	:	
entities,	:	
	:	
Defendants	:	

It is hereby certified that a true and correct copy of the within captioned Notice of Removal Pursuant to 28 U.S.C. §1446(D) was served via First Class Mail on the below counsel:

Sean M. Mahoney, Esquire

Stathis & Leonardis, L.L.C.

32 South Main Street

Edison, New Jersey 08837

Attorney for Plaintiff, Kimberly Hardmon

Andrew J. Bayne, Esquire

The Bayne Law Group LLC

116 Village Boulevard, Suite 235

Princeton, NJ 08543-3036

*Attorney for Defendants, Element Transportation Asset Trust
and Element Financial Corp.*

Thomas P. Stevens, Esquire
FLAMM WALTON HEIMBACH
794 Penllyn Pike, Suite 100
Blue Bell, PA 19422
Attorney for Defendant, PNC Equipment Finance, LLC

Arsan L. Womack
71740 Robinwood Drive
Tobyhanna, PA 18466
Unrepresented Party


SALMON RICCHEZZA SINGER & TURCHI LLP

By: _____

Zachary J. Ballard, Esquire
David J. Jones, Esquire

Dated: January 15, 2019

Exhibit “D”

Page 3 of 4

New Jersey Police Crash Investigation Report		Police Dept: <u>STATE POLICE</u>	Code: <u>02</u>
Motor Vehicle Crash Description		Station: <u>NEWARK</u>	Case No: <u>D030-2016-02078A</u>

the NJTP in the right lane. Vehicle #1 attempted to make a U turn in the middle of the highway. Vehicle #1 then was traveling southbound in the left lane when it struck Vehicle #2 then Vehicle #3. Vehicle #2 was then pushed into the left shoulder concrete barrier. Damage to Vehicle #1 was major and included the entire front passenger side of the vehicle. Damage to Vehicle #2 was major and included the entire both sides of the vehicle. Damage to Vehicle #3 was moderate and included the front end of the vehicle.

Driver #1 was arrested for Eluding, Resisting Arrest, and Driving While Intoxicated (See D030201600194/D030201600127D). Driver #2 and Driver #3 were treated for injuries and XMA.

Page #1, Box #25: UNKNOWN INSURANCE
Page #1, Box #120: DRIVER IS BELIEVED TO BE UNDER THE INFLUENCE OF UNKNOWN DRUGS

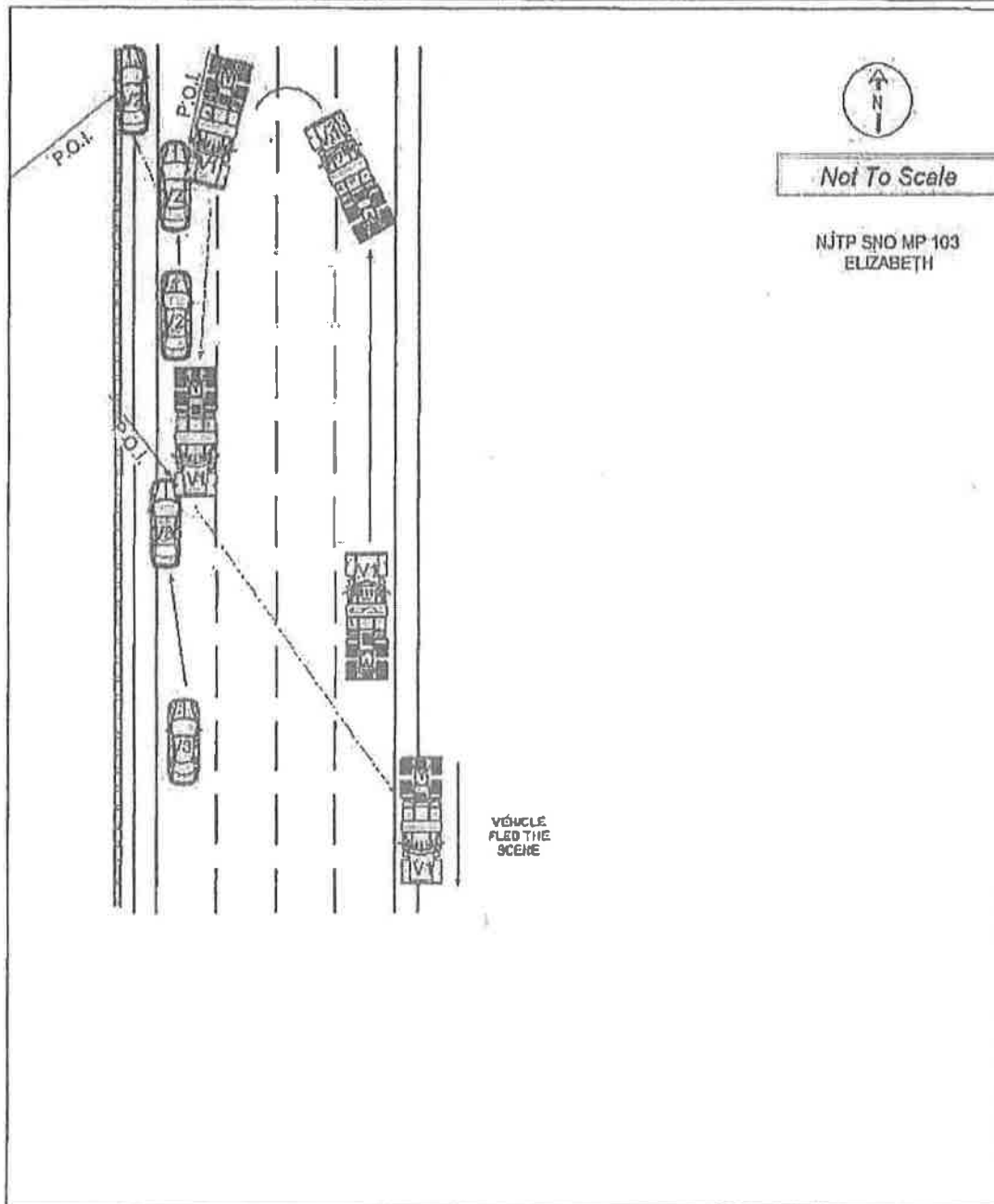
ARBAN WOMACK	E16010820	(39:4-96)	RECKLESS DRIVING
ARBAN WOMACK	E16010821	(39:4-67)	OBSTRUCTING PASSAGE OF OTHER VEHICLES OR STREET CARS
ARBAN WOMACK	E16010822	(39:4-85.1)	WRONG WAY ON ONE-WAY STREET
ARBAN WOMACK	E16010823	(19:9-1.4A)	TPX-MOVING AGAINST TRAFFIC
ARBAN WOMACK	E16010824	(39:4-88E)	TRAFFIC ON MARKED LANES-TRUCKS
ARBAN WOMACK	E16010825	(39:4-91)	FAILURE TO YIELD RIGHT OF WAY TO EMERGENCY VEHICLES
ARBAN WOMACK	E16010826	(39:4-125)	U-TURN ON CURVE/GRADE OR WHEREAS VIEW OBSTRUCT U-TURN SON
ARBAN WOMACK	E16010827	(39:4-129A)	LEAVING SCENE OF ACCIDENT INVOLVING PERSONAL INJURY)
ARBAN WOMACK	E16010828	(39:4-130)	FAILURE TO REPORT ACCIDENT



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New Jersey Police Crash Investigation Report	Police Dept: <u>STATE POLICE</u> Code: <u>02</u>
Motor Vehicle Crash Description	Station: <u>NEWARK</u> Case No: <u>D030-2016-02078A</u>



[Handwritten Signature]

Exhibit “E”

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KIMBERLY HARDMON, an individual	
Plaintiff,	CIVIL ACTION - LAW
v.	No. _____
ARSAN L. WOMACK, an individual; ELEMENT FINANCIAL CORP., a business entity; ELEMENT TRANSPORTATION ASSET TRUST, a business entity; PNC EQUIPMENT FINANCE, LLC, a business entity; GDS EXPRESS, INC., a business entity; JOHN DOES 1-10, fictitious individuals; and ABC COS. 3-10, fictitious business entities,	
Defendants	

CONSENT TO REMOVAL PURSUANT TO 28 U.S.C. § 1441

Pursuant to 28 U.S.C. § 1441, Defendant, PNC Equipment Finance, LLC, does not object to the removal of this proceeding from the Superior Court of New Jersey, Middlesex County to the United States District Court for the District of New Jersey.

Defendant, PNC Equipment Finance, LLC reserves all rights and defenses, none of which are waived.

Respectfully submitted,

FLAMM WALTON HEIMBACH

By: Thomas P. Stevens
Thomas P. Stevens
794 Penllyn Pike, Suite 100
Blue Bell, PA 19422
tstevens@flammlaw.com
**Attorney for Defendant,
PNC Equipment Finance, LLC**

Dated: January 10, 2019

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KIMBERLY HARDMON, an individual	
Plaintiff,	CIVIL ACTION - LAW
v.	No. _____
ARSAN L. WOMACK, an individual; ELEMENT FINANCIAL CORP., a business entity; ELEMENT TRANSPORTATION ASSET TRUST, a business entity; PNC EQUIPMENT FINANCE, LLC, a business entity; GDS EXPRESS, INC., a business entity; JOHN DOES 1-10, fictitious individuals; and ABC COS. 3-10, fictitious business entities,	
Defendants	

CONSENT TO REMOVAL PURSUANT TO 28 U.S.C. § 1441

Pursuant to 28 U.S.C. § 1441, Defendants, Element Transportation Asset Trust and Element Financial Corp. (hereinafter, the "Element Defendants"), consent to the removal of this proceeding from the Superior Court of New Jersey, Middlesex County to the United States District Court for the District of New Jersey.

The Element Defendants reserve all rights and defenses, none of which are waived.

Respectfully submitted,

THE BAYNE LAW GROUP LLC

By: Andrew J. Bayne / J. H.
Andrew J. Bayne, Esquire
116 Village Boulevard, Suite 235
Princeton, NJ 08543-3036
abayne@baynelaw.com
**Attorney for Defendants, Element Transportation
Asset Trust and Element Financial Corp.**

Dated: 01/15/19